

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE WAWA, INC. DATA SECURITY  
LITIGATION**

**Case No. 19-6019-GEKP**

**Class Action**

*This document relates to: Consumer Track*

**JOINT STIPULATION AND ~~PROPOSED~~ ORDER**

Pursuant to Local Rule of Civil Procedure 7.4(b), Objector Theodore H. Frank (“Mr. Frank”), and Defendant Wawa, Inc. (“Wawa”), by and through their respective undersigned counsel, hereby stipulate as follows:

WHEREAS, the Court entered an order granting preliminary approval to the settlement in the Consumer Track (the “Settlement Agreement”) on July 30, 2021 (Dkt. 234);

WHEREAS, the Settlement Agreement was amended on April 27, 2021 (Dkt. 201-1) and November 8, 2021 (Dkt. 264-1);

WHEREAS, on November 10, 2021, Mr. Frank filed an Objection to the Settlement Agreement (Dkt. 263);

WHEREAS, by way of the Third Amendment to Settlement Agreement attached hereto as Exhibit “A,” Wawa and the Consumer Class Plaintiffs agreed that if the Court does not award the full \$3,200,000 to Class Counsel set forth in the Settlement Agreement or otherwise award attorneys’ fees and costs in that full amount, any difference between \$3,200,000 and the amount awarded will be distributed equally among and added to the total value of each of the Tier One and Tier Two Wawa Gift Cards;

WHEREAS, in light of the Third Amendment to Settlement Agreement, Wawa and Mr. Frank have reached certain agreements regarding the scope of Mr. Frank's Objection and any future requests by Mr. Frank for attorneys' fees and costs;

WHEREAS, Wawa has confirmed that the Wawa Gift Cards (as defined in the Settlement Agreement) shall not expire; and

WHEREAS, Federal Rule of Civil Procedure 23(e)(5)(B)(i) contemplates court approval of withdrawing an objection;

**NOW, THEREFORE**, it is hereby stipulated and agreed that:

1. The Wawa Gift Cards issued to Class Members pursuant to the Settlement Agreement will not expire.
2. Contingent upon the Court's approval and entry of this Stipulation, Mr. Frank withdraws his Objection to approval of the Settlement Agreement, thereby leaving only his Objection to the request of counsel for the Consumer Track Plaintiffs for attorneys' fees and costs.
3. Mr. Frank will not seek an award of attorneys' fees and costs unless Class Counsel's award of attorneys' fees and costs is reduced such that it confers a benefit on the Consumer Class. Any award of attorneys' fees and costs awarded to Mr. Frank will be derived from the \$3,200,000 amount contemplated by Section VIII.B of the Settlement Agreement, subject to any objections to Mr. Frank's request and approval by the Court.

**IT IS SO STIPULATED.**

Dated: December 21, 2021

Respectfully submitted,

**MORGAN, LEWIS & BOCKIUS LLP**

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**HAMILTON LINCOLN LAW INSTITUTE  
CENTER FOR CLASS ACTION FAIRNESS**

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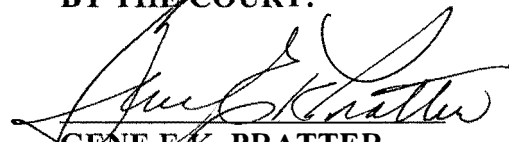
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*Counsel for Objector Theodore H. Frank*

APPROVED this 28<sup>th</sup> day of December, 2021

BY THE COURT:

  
GENE E.K. PRATTER  
UNITED STATES DISTRICT JUDGE